

Estherville

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CITY COPY

2006 - 2007 LABOR AGREEMENT

CITY OF ESTHERVILLE

AND THE

LOCAL 79

UNITED FOOD AND COMMERCIAL WORKERS

PUBLIC WORKS LABOR AGREEMENT

*NOTE: Underlined items are changes
from previous agreement.*

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2006 - 2007 LABOR AGREEMENT

Between
City of Estherville and
Local 79

INTRODUCTORY CLAUSE

THIS AGREEMENT entered into by and between the City of Estherville and Local 79, United Food and Commercial Workers, both of Estherville, Iowa, hereinafter referred to as the City and hereinafter referred to as the Unit respectively.

WITNESSETH

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public welfare and desire further to establish equitable wage scales, and standards for conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Iowa Public Employment Relations Act of 1974.

WHEREAS, the unit affirms that it does not assert the right to strike against the city, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained the city and the unit acting through their duly authorized representatives, hereby agree as follows:

RECOGNITION

The city, pursuant to the Iowa Public Employment Relations Act of 1974, hereby recognizes the unit as the exclusive representative for the purpose of collective negotiation for all full-time and regular part-time employees of the City of Estherville, Iowa, except members of the Police Bargaining Unit, administrative, supervisory, or confidential employees of the city as ordered by the Iowa Public Employment Relations Board.

The city, pursuant to Section 8 of the Iowa Public Employment Relations Act of 1974, hereby recognizes that the members of Local 79 have the right to:

1. Organize or form, join, or assist in any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this contract, or by the Iowa Public Employment Relations Act of 1974 or any other law of the state.

The unit, pursuant to Section 7 of the Iowa Public Employment Relations Act of 1974, hereby recognizes that the city has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to:

1. Direct the work of its public employees.
2. Hire promote, demote, transfer, assign, and retain public employees in positions with the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which public employer's operations are to be conducted.
7. Take such action as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer the budget of the city.
9. Exercise all powers and duties granted to the city by law.

DEFINITIONS

"Unit members or unit employees" as used in this agreement shall mean any employee included in the bargaining unit as described by the Iowa Employment Relations Board.

"Regular part-time employee" as used in this agreement shall mean an employee working a routine schedule of at least twenty (20) hours per week on an annual basis. Regular part-time employees SHALL NOT include temporary, seasonal, or summer employees or any employee working less than twenty (20) hours in any work week. This definition shall apply to all employees hired after June 30, 1983.

PROBATIONARY PERIODS

SECTION 1

1.1 The probationary period for all new unit employees hired with City Council approval shall be for a duration of six (6) months. The purpose of this period is to determine the employee's fitness for the position and the employee's ability to do the work that is required of that position. During the probationary period if the new employee's working performance does not meet the required standards, the employee may be dismissed by the City Administrator.

1.2 Sick leave and other leave shall be earned by the new employee during the probationary period but will not be available for use by the new employee until this period has been successfully completed. If the new employee does not complete this probationary period, no sick or other leave for that period shall be paid or credited to him. Probationary employees shall receive holiday pay (except for personal holiday) during their probationary period.

1.3 At the end of the six (6) months, the new employee shall automatically receive status as a permanent employee unless he is notified in writing by the City Administrator or his representative that his services are terminated or unless he has been hired on a temporary basis. New employees may be discharged for cause during the probationary period and such dismissals shall not be subject to the appeal procedure under Section 23 of this agreement.

1.4 All new employees shall be required to pass a physical examination as prescribed by the city prior to appointment as a probationary employee. The selection of the examining physician shall be at the option of the unit member and the city will bear the expense of the examination.

RESIDENCE

SECTION 2

2.1 All persons employed by the City of Estherville, Iowa, as full-time employees after January 1, 1971, shall within six (6) months after their appointment, establish and maintain residence within the city limits of Estherville, Iowa. Exceptions to this rule may be made with the approval of the Estherville City Council.

2.2 All full-time employees of the City of Estherville, Iowa, maintain residence within the City of Estherville, Iowa, shall be required to obtain the approval of the Estherville City Council before removing their residence outside of the city limits.

2.3 The residence of all full-time city employees of the City of Estherville, Iowa, on January 1, 1971, whether it is inside or outside of the corporate limits of the City of Estherville, Iowa, are hereby approved.

MISCELLANEOUS

SECTION 3

3.1 Coffee breaks are a privilege and not a right. If they can be granted by the departmental supervisor without interfering with the job, they will in all cases be limited to not more than fifteen (15) minutes and shall be taken at a place as close to his or her work being done each day.

OUTSIDE EMPLOYMENT

SECTION 4

4.1 Employees of the City of Estherville are permitted to engage in outside employment subject to the following restrictions:

1. Any outside employment is secondary to city employment and shall not interfere with proper performance of city employment. Employees shall report to work rested and ready for work.
2. No employee shall accept pay or compensation from anyone for time during which he is reimbursed by the city.
3. No employee shall accept employment that requires the use of city equipment, facilities, or materials.
4. Employees are prohibited from working for any contractor or company that has a contract with the city during the period of construction work for the city.

4.2 Any doubtful case or problem should be taken up with his administrative supervisor if it may involve a conflict of interest.

PAY PERIODS

SECTION 5

5.1 The work week for unit members shall commence at 12:01 a.m. on Monday of each week. All unit members shall be paid every two weeks. Payday will be the following work week and all unit members shall be paid on the same Wednesday. When payday falls on a holiday, payday shall be the preceding day. Paydays will be as called for in this subsection except for computer breakdowns or other reasons beyond the control of the city.

5.2 The city will, for employees who are members of the union, and who have authorized it in writing, deduct from those employees' pay each month and remit to the duly designated union officer monthly union dues.

WORK WEEK, OVERTIME & CALL OUT PAY

SECTION 6

6.1 The regular forty (40) hours shall constitute the work week. All work performed over a total of eight (8) hours per day shall be regarded as overtime for unit members. All unit members working on an hourly basis shall be compensated at one and one-half (1½) times the unit member's regular rate of pay for all overtime work performed. No employee of the city shall receive additional compensation for attending council committee meetings or council meetings. All employees required to attend any school or meeting that is approved by the City Administrator shall be compensated at their regular rate of pay for each hour of absence from their normal employment while attending such meeting or school or traveling to or from up to a maximum of eight (8) hours per day.

6.2 All city employees except the administrative staff and supervisory personnel shall be guaranteed a minimum of two (2) hours of overtime pay for all emergency call out work. The City Administrator or the administrative supervisor shall determine whether or not a call out is necessary. In the event that an employee works as a result of an emergency call out for a period of less than two (2) hours, the employee shall be paid for two (2) hours of work at one and one-half (1½) times the

employee's regular hourly rate. If, however, said employee shall work two (2) hours or more, the employee shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for the actual hours worked.

This section does not apply to regularly scheduled changes in starting or quitting times for which overtime may be applicable. In these events such overtime hours shall be paid at one and one-half (1½) times for the actual overtime hours worked. Scheduled work on weekends and holidays, which is above the regular forty (40) hour work week, shall be a minimum of two (2) hours of overtime pay. Scheduled work before or after the work day shall be a minimum of 2 hours of overtime pay. This **does not** apply to an extended work day.

6.3 "Call out" work as referred to in Section 6 shall mean to summon an off-duty unit member to perform work during his/her time off. Except as noted in Section 8.2, unit members shall be paid at their regular rate of pay for scheduled work shifts up to eight (8) hours per day. Scheduled work over eight (8) hours per day shall be paid at overtime as outlined in Sections 6.1 and 6.2.

TIME SHEETS

SECTION 7

7.1 Time sheets will be furnished by the Finance Department to all departments. It is the responsibility of department supervisors to see that the time sheets are completed accurately. The department supervisor shall approve and submit time sheets to his administrative supervisor by 9:00 a.m. every other Monday. Altering, manipulating, or attempting to alter or manipulate any time sheet for the purpose of gaining additional compensation shall be grounds for immediate dismissal.

7.2 Time sheets must be signed by each employee before payment will be made to the employee. This subsection will not apply to employees who are not **in town** during the week the paycheck is issued.

HOLIDAYS & HOLIDAY PAY

SECTION 8

8.1 Unit members, except as stated below, whether working on a full-time, hourly, or monthly basis, may observe the following holidays with pay unless such employee is required to be on regular duty shift. "Holiday" includes the following:

1. New Year's Day
2. George Washington's Birthday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Veteran's Day (November 11)
7. Thanksgiving Day
8. Christmas Day
9. Personal Holiday
10. ½ Day Christmas Eve (Afternoon)

Whenever the word "holiday" is used in this article, it refers to the twenty-four (24) hour period commencing at 12:01 a.m. on the calendar day on which the holiday is observed by the city.

8.2 Any unit member whose regularly scheduled duty shift falls on a holiday observed by the city shall be paid at the rate of two and one-half (2½) times his/her regular rate of pay for the actual hours worked. This subsection shall only apply to those days the city officially observes the above-mentioned holidays and pursuant to Section 8.3.

8.3 If an authorized holiday falls on a Saturday, the Friday before shall be observed as the city's holiday, and if the authorized holiday falls on a Sunday, the following Monday shall be observed as the city's holiday.

8.4 Unit members will not be charged for sick leave on holidays.

SICK LEAVE AND OTHER LEAVE WITH PAY

SECTION 9

9.1 Occasions for Sick Leave: Sick leave may be taken ONLY because of sickness or injury of an employee.

9.2 Occasions for Other Leave: Other leave may be taken for other purposes as outlined in this section. Other leave for over four (4) hours shall be charged as vacation unless otherwise stated in this section.

9.3 Medical, Dental and Eye Care: Necessary dental care, medical care, and eye care office calls shall be recognized as a proper cause for granting up to four (4) hours leave when such dental, eye or medical care is of the employee, but dental, eye or medical care for a member of the family of the employee will **NOT** be recognized as cause for granting leave to such employee.

9.4 If more than four (4) hours is needed by the employee for medical, dental or eye care mentioned in Section 9.3, the employee may take one-half (1/2) day sick leave for each such office call appointment. The leave time mentioned in Section 9.3 or the sick leave time mentioned in this Section must be used **ONLY** for the office call, travel time or recuperation time and for no other purpose.

9.5 Serious Illness in Immediate Family: Leave of up to three (3) days with pay may be granted by the City Administrator in the event of a serious illness in the immediate family of an employee or spouse (defined as wife, husband, son, daughter, father, mother, brother, or sister) provided that such illness is of such serious nature as to require the attendance of a physician, hospitalization and is appearing to the satisfaction of the City Administrator that the situation in the immediate family required the presence of the employee or reflected incapacity of the employee and, in addition, requires the presence of the employee at a location 100 miles or more from Estherville.

If the above circumstances are met and the location is within 99 miles of Estherville, then only one (1) day's leave with pay will be granted.

If additional time is required, the employee may request a leave of absence without pay for up to four (4) additional days.

For the purpose of this subsection, outpatient surgery and cancer, diabetes or emphysema treatments shall be considered to be eligible for Serious Illness in Immediate Family leave without admission to a hospital being required. For these purposes, one (1) day's leave with pay will be granted.

9.6 Deaths: Leave of not more than four (4) days with pay may be taken in the event of a death of an employee's immediate family, consisting of wife, husband, son, daughter, and the employee or his/her spouse's father or mother.

Leave of not more than three (3) days with pay may be taken in the event of the death of a brother or sister of a unit member or spouse.

Leave of not more than one (1) day with pay may be taken in the event of the death of a grandparent or grandchild of a unit member or spouse. Leave may be taken for not more than one (1) day with pay to serve as pallbearer, to attend funerals for past and present city employees, or to attend funerals for an employee's or spouse's niece, nephew, aunt, uncle or "in-laws."

9.7 Injuries During Work: Employees who are injured while working must make immediate report of such injury to the department supervisor. All injuries, however slight they may seem to be, must be reported within eight (8) hours. If the employee is injured to such extent that he requires medical attention, he shall immediately go to a doctor for treatment. The department supervisor shall be responsible for notifying the safety director and administrative supervisor of all injuries or accidents reported by the employees under his jurisdictions or supervision.

9.8 Sick Leave and Workman's Compensation: Sick leave with pay will not be granted for time lost from work which is compensated for by the city's workman's compensation policy. An employee receiving workman's compensation insurance payment may take sufficient sick leave to make up the difference between his normal earnings and the workman's compensation if the employee has any sick leave accumulated.

9.9 Sick Leave Entitlement: Persons whose employment is entirely part-time, casual, or probationary shall not be entitled to sick leave. Full-time employees (40 hours/week) will be entitled to earn sick leave to be taken in the event of absence due to sickness or injury of the employee according to the following entitlement schedule:

Sick leave shall be earned at the rate of two (2) days per month (24 days per year).

Sick leave shall be charged in one-half day increments.

An employee must work at least six (6) calendar months in order to receive that year's sick leave entitlement. Regular part-time unit members will be entitled to sick leave on a formula prorated with respect to the number of hours per year he or she is scheduled to work.

9.10 Accumulation of Sick Leave: An employee may accumulate up to but not to exceed one hundred fifty (150) days of sick leave. As sick leave is used, additional sick leave will be accrued as established in Section 9.9. Upon the death of an active city employee or retirement from the city, one-half of the unused portion of the employee's accumulated sick leave (not to exceed 60 days) shall be granted as severance pay to the employee or beneficiary. Retirement, as used in this subsection, shall mean an employee leaving city employment to receive benefits from IPERS or Social Security pension system and who is at least 55 years of age.

9.11 Doctor's Certificate Required: In all provisions of Section 9 entitled "Sick Leave and Other Leave with Pay," all employees shall furnish a certificate from the attending physician or dentist within twenty-four (24) hours after commencement of the first shift from which such employee is absent due to such illness. The said certificate shall state that in the opinion of the attending physician or dentist the employee is incapacitated from work by such illness. All employees must report to the department supervisor immediately if they are unable to report for duty due to sickness or for other leave, and must furnish a certificate from the attending physician or dentist to report back to work when such illness is terminated. Any employee unable to furnish the above certificates in a timely manner will be considered absent from work without authority.

This section shall not apply for sickness leave of less than two (2) work days unless, in the opinion of the administrative supervisor, such exemptions are being abused by an employee.

9.12 No Termination Sick Leave: Except as outlined in Section 9.10, no sick leave benefits of any kind shall be granted after termination of employment. Upon termination of service, no cash payment shall be made for sick leave unused.

9.13 Changing of Leave Status: Any employee on vacation who becomes ill or injured may upon proper notification change his status of leave from vacation to sick leave.

9.14 Penalty: Claiming sick leave when physically fit, except as permitted in this section, may be cause for disciplinary action, including suspension or dismissal.

9.15 Intent: Sick leave is a type of insurance to the employee of earning power during his employment. Like an insurance, an employee is better off if he does not collect on it. It is the intent that sick leave not be taken except for injury or sickness.

9.16 Incentive Program: As an incentive to the employees of the city not to misuse the sick leave policy, any unit member who has **NOT USED ANY** of his/her sick leave during a six (6) month calendar year period (January-June and July-December), will be entitled to one (1) day's pay or one (1) day off, with approval of the administrative supervisor for each six (6) month period for which he/she is eligible. Sick leave taken as a result of an injury while performing assigned duties for the City shall **NOT** disqualify the unit member for this incentive program.

VACATIONS

SECTION 10

10.1 Persons whose employment is part-time or seasonal shall not be permitted vacation leave. Unit members shall be entitled to vacation as follows:

Year of Employment	Vacation Earned/Year	Year of Employment	Vacation Earned/Year
1	1 work week	11	3 work weeks
2	1 " "	12	3 " "
3	2 " "	13	3 " "
4	2 " "	14	3 " "
5	2 " "	15	4 " "
6	2 " "	16	4 " "
7	3 " "	17	4 " "
8	3 " "	18	4 " "
9	3 " "	19	4 " "
10	3 " "	20 & over	5 " "

For the purpose of determining "Year of Employment" with respect to the above vacation entitlement table for each calendar year, the year each employee is in on July 1 of that calendar year will be used.

No employee may take any vacation during his/her first year of employment. After his/her first anniversary date, the employee may take the one week earned during

year one. If the employee's anniversary date is after September 30, this first week of vacation may be carried over into the next calendar year at the employee's discretion.

After January 1 of the employee's second year of employment, he/she may take the one week he/she will be earning during year two. Employee will be earning and taking vacation at the same time. This will apply from beginning of year two on.

However, if an employee uses his/her vacation pay and then terminates his/her employment with the city before his/her anniversary date, his/her final check will show a deduction to the city for vacation time taken and unearned. Retirees shall be entitled to receive the full vacation entitlement for the year they retire regardless of their anniversary date.

In order for an employee to be entitled to the above vacation as indicated, the employee must work consecutively the years stated above. An employee must work not less than 120 compensated working days during the previous calendar year to qualify for taking his vacation entitlement. Regular part-time unit members shall receive vacation entitlement based on their normal schedule work week hours.

10.2 If a holiday falls during a vacation period, the employee may be paid for an additional eight (8) hours (or his/her normal work day hours) at straight time at the employee's discretion.

10.3 Vacation leave shall be requested sufficiently in advance to allow the department supervisor to arrange work schedules. As a minimum it is expected that vacation leave will be requested in advance by the length of the vacation period. Vacation leave shall only be taken in intervals of five (5) day work weeks unless approved by the administrative supervisor, except that not more than one work week may be taken in less than a five (5) day (work week) interval with the approval of the administrative supervisor. **Four** of the five days mentioned above must be taken in minimum intervals of one work day. **One** of the five days mentioned above may be taken in ½ day increments.

10.4 Vacation leave scheduling is a responsibility of the department supervisor and administrative supervisor for employees under their supervision.

10.5 Vacation leave may be denied temporarily to any employee in an emergency or when the granting of time off would result in insufficient manpower by reason of other employees in the department being on sick leave or vacation leave. The City Administrator may, in an emergency situation, grant pay for vacation time in

lieu of vacation time off or allow the unit member to carry over the unused vacation time into the next year.

10.6 At termination of service the city will either grant vacation time or pay in lieu of vacation time at the option of the employee. Except there will be no vacation pay for an employee arbitrarily leaving his job without notice of resignation of at least fourteen (14) days.

10.7 Vacation shall not be cumulative (carried over from year to year) except as follows:

1. Unit members with two (2) weeks of vacation entitlement may carry over up to one (1) week into the next year.
2. Carry-over vacation must be used in minimum of one (1) day increments.
3. Carry-over vacation must be used by June 1st of each year.

MEDICAL INSURANCE

SECTION 11

11.1 Single Insurance Coverage: The city shall pay 80% of the single premium for the medical insurance policy carried by the city for the unit members. Unit members shall pay 20% of the monthly premium for the unit members. This item will be phased in over a two (2) year period beginning on 7-1-97.

11.2 Single Coinsurance Payments: The city shall pay the 20% of the 20/80 coinsurance, up to \$400 per year, after the \$100 deductible has been paid by the unit member.

11.3 Dependent Insurance Coverage: It shall be the option of the unit members if they wish to subscribe to the dependent coverage medical insurance plan carried by the city for unit members.

11.4 Dependent Insurance Premium Contribution: The city shall pay 80% of the monthly premium for dependent medical insurance coverage carried by the city for unit members. The unit members shall pay 20% of the monthly premium for the dependent medical insurance coverage carried by the city.

11.5 Dependent Coinsurance Payments: The city shall pay the coinsurance for the unit member as stated in Section 11.2 above and/or 20% of the 20/80 coinsurance on the **second** family dependent, with a \$400 per year maximum city responsibility for coinsurance, after the unit member has paid **both** \$100 deductibles

and the 20% of the 20/80 coinsurance up to \$400 totaling a maximum of \$600 to be paid by the unit member carrying dependent insurance coverage.

11.6 Dental Insurance: The city shall pay 80% of the single and dependent premium for the dental insurance plan carried by the city for the unit members. The unit members shall pay 20% of the monthly premium for single and dependent dental insurance coverage carried by the city.

11.7 Medical Insurance - Miscellaneous: The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the city or to the Union, nor shall such failure be considered a breach by the city or Union of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier from any liability it may have to the city, Union, employee, or beneficiary of any employee.

GROUP LIFE INSURANCE

SECTION 12

12.1 Unit members are entitled to group life insurance. The policy is based upon the following:

1. Covered employee shall be full-time, under age 70, and with one day's service.
2. Each covered employee will be provided life insurance amounting to Fifteen Thousand Dollars (\$15,000) at city expense.
3. Waiver of premium benefits in the event of total and permanent disability will be included on life insurance only prior to age 60.
4. When an employee's service terminates, he may convert his group insurance to ordinary insurance without evidence of health. He must apply for conversion within thirty-one (31) days after terminating his services. Any of the regular plans of insurance issued by the company with the exception of term insurance may be selected.

SAFETY ALLOWANCE

SECTION 13

13.1 Annual Safety Allowance: Employees of the City of Estherville are required to comply with the rules and regulations of the O.S.H.A. requirements and the City of Estherville, as an employer, has a responsibility to see that safe working conditions exist for their employees. Therefore, a safety allowance of two hundred

dollars (\$200.00) per fiscal year will be allowed to all employees of the city to be used for the purchase of safety equipment authorized by the city or O.S.H.A. only. Proof of purchase must be turned in to the Finance Office before any money will be released for payment or reimbursement of the safety equipment.

13.2 Safety Allowance Carryover: Up to fifty dollars (\$50) of each unit member's unused safety allowance balance on June 30 of each year will be carried over into the next fiscal year.

13.3 New Employee Safety Allowance: New employees may draw one year ahead on their safety allowance (maximum of \$300.00), one time only, for authorized safety equipment. However, if for any reason the employee ceases his/her employment with the city before his/her second anniversary date, his/her check will show a deduction for safety allowance drawn, but unearned.

13.4 At the City Administrator's discretion, the city may replace or repair safety glasses damaged while working for the city. The city will not replace or repair safety glasses damaged off duty or due to the carelessness or negligence of the unit member.

RETIREMENT BENEFITS

SECTION 14

14.1 All eligible employees of the city shall be covered by the Iowa Public Employee's Retirement System and Social Security.

MILITARY LEAVE

SECTION 15

15.1 Leave for military duty will be granted in accordance with the Code of Iowa, Chapter 29A.28. A leave application must be made prior to such duty and upon return, evidence supplied as the dates of such duty performed. Only full-time employees of the city are entitled to military leave as authorized by law.

JURY DUTY

SECTION 16

16.1 An employee in the service of the city may be granted leave of absence with pay for service upon a jury; appearance before a court, legislative, or other body as a witness in a proceeding involving the federal government, the State of Iowa, or a political subdivision thereof, in response to a subpoena or other direction by proper authority; or attendance in court in connection with his official duties upon the approval of the administrative supervisor.

LEAVE OF ABSENCE WITHOUT PAY

SECTION 17

17.1 An employee in the service of the city who is mentally and physically incapacitated to perform his duties or who for any stated reason wishes to absent himself from his duties may with the approval of the City Administrator be granted a leave of absence without pay or fringe benefits (i.e., the monetary benefits of all insurance premium payments, sick leave payments, other leave payments, holiday payments or any other payments) for not to exceed thirty (30) days. Leave of absence for periods in excess of thirty (30) days shall be granted only with the approval of the Labor Relations Committee of the City Council. Such leave will be granted only when it is deemed to be in the best interest of the city, and except in case of illness or disability shall not exceed one (1) year. Unit members on a leave of absence without pay shall continue to earn credited service time with respect to fringe benefits or seniority in this agreement.

17.2 Leave of absence without pay may be granted for up to thirty (30) work days per calendar year for not more than one person per day to attend union functions. Said absence must be requested in writing at least one week in advance and be approved by the administrative supervisor. The maximum leave any one unit member may take per calendar year shall be ten (10) work days.

CANCELLATION OF LEAVE

SECTION 18

18.1 The city may cancel a leave of absence at any time after written notice to the employee from the City Administrator specifying a reasonable date of termination of the leave.

ABSENCE WITHOUT LEAVE

SECTION 19

19.1 No employee of the city shall absent himself from duty without permission of the administrative supervisor. Any employee absenting himself from duty without leave or permission shall be subject to disciplinary action and for the second offense may be discharged. After a total of five (5) days absence, the City Administrator shall declare the position of the employee vacant.

RESIGNATIONS

SECTION 20

20.1 Employees wishing to resign shall file with the administrative supervisor or City Administrator such notice in writing at least two (2) weeks before such resignation shall be effective. Failure to comply with this regulation shall result in forfeiting of all accumulated vacation and other benefits.

PROMOTIONS, TRANSFERS, & LAYOFFS

SECTION 21

21.1 The administration agrees to recognize the established practice of departmental seniority as a consideration in matters of promotion and transfers of unit personnel.

The unit agrees to acknowledge the right of the administration to determine through fair and impartial opinion of the supervisory personnel, the qualifications of any employee who claims priority rights to promotions and any other advancements in his or her department.

Seniority shall be granted to all employees. This standing is to be determined on the basis of total length of continuous employment for the City of Estherville on a departmental basis. All new employees shall be placed on the seniority list upon completion of his/her probationary period. A unit member shall lose his/her seniority standing upon voluntary resignation from employment or upon discharge for cause. An employee's seniority shall not be terminated because of absences due to illness, authorized leave of absence or temporary layoff.

21.2 The City Administrator, at the direction of the City Council, may lay off employees after two weeks prior written notice whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position, or because of a change in organization. However, no permanent employee shall be laid off, or hours cut while there are seasonal, part-time, or probationary employees serving the same class of positions for which permanent employees are qualified, eligible, and available.

21.3 In the event of a layoff in a department, unit members shall be laid off according to seniority in the inverse order of hiring in that department only. However, if the next senior employee remaining in that department would not be qualified to assume the junior employee's duties, then the next senior employee would be laid off.

The next senior employee so laid off shall have the right to appeal through the grievance procedure outlined in Section 25 of this agreement.

Except as stated above, departmental layoffs following the inverse order of hiring shall not be a grievable item under Section 25 of this agreement.

RETIREMENT

SECTION 22

22.1 It is the policy of the City of Estherville that all unit members of the city will be required to retire when they reach the age of seventy (70) years old unless approved by the City Council to continue, on a year-to-year basis.

DISMISSALS AND SUSPENSIONS

SECTION 23

23.1 The City Administrator or the administrative supervisor may dismiss or suspend an employee under his supervision, and such dismissal or suspension shall separate the employee for pay status. In doing so, the City Administrator or administrative supervisor shall state the cause for dismissal or suspension in writing. A copy of the written notice stating such cause shall be sent to the Labor Relations Committee and the employee upon request. Suspension for any employee shall not exceed thirty (30) working days. An employee so dismissed or suspended shall be entitled to a hearing before the Labor Relations Committee, if requested in writing by the employee within ten (10) days after his notice of dismissal or suspension.

23.2 The following items constitute cause for dismissal (including, but not limited to):

1. Failure to report or refusal to work when necessary to keep the essential service operating and provide service to the public.
2. Reporting to work under the influence of alcohol or drinking on the job.
3. Repeated tardiness or unauthorized absence.
4. Incompetence, inefficiency, dishonesty, or disobedience.
5. Conviction of a felony.
6. Misconduct, including off-duty hours when such misconduct brings discredit to the city.
7. Inability or incapacity to perform duties.
8. Failure to observe laws or regulations.
9. Insubordination.
10. Illegal use of drugs.

DISCHARGE FOR CAUSE

SECTION 24

24.1 Any employee of the city who shall engage in, initiate, sponsor, or support a strike, work stoppage, boycott, or slowdown against the city or who shall engage in any practice prohibited to employees under the provisions of Section 10 of the Iowa Public Employment Relations Act of 1974 shall be subject to immediate discharge for cause.

GRIEVANCES

SECTION 25

25.1 This section shall outline the procedure for adjusting grievances. Only alleged violations of the terms of this agreement shall constitute a grievable item under this section. Established rate of pay shall not be a grievable item.

25.2 Unit members shall first take up all grievances with their department supervisor informally. If the matter cannot be resolved at the departmental level, a unit member must file a written grievance with the City Administrator or his designee within ten (10) calendar days of knowledge of the alleged incident. The written grievance shall state in detail the alleged violation(s) of this agreement including the section number reference of this agreement.

25.3 The City Administrator or his designee shall sign off on the written grievance and resolve it if possible within ten (10) calendar days of his receipt of the grievance.

25.4 If the City Administrator or his designee denies the grievance, the unit member may, within ten (10) calendar days after notification of the denial, appeal the City Administrator's or his designee's decision to the Labor Relations Committee of the City Council. Such appeal must be in writing, dated, and fully state the nature of the grievance along with the section of the labor agreement alleged to have been violated. The Labor Relations Committee of the City Council shall have twenty (20) calendar days after the appeal is filed with the City Administrator in which to meet and consider the grievance appeal.

25.5 Any grievance not satisfactorily settled within the time limits of Section 25.4 may be referred to binding arbitration, such referral shall be in 10 calendar days by written notice to the City Administrator and with a request to Iowa Public Employment Relations Board. The Iowa Public Employment Relations Board shall assign an arbitrator from their staff to hear all grievance issues and the arbitrator's decision shall be binding on both parties.

25.6 The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of the preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a

party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator's decision shall be final and binding on all parties involved. In making such decision the arbitrator shall be bound by the provisions of the agreement and shall be restricted to the application of said agreement and the facts relevant to the grievance.

25.7 With respect to the Library, the Director of Library Services shall replace the City Administrator in this grievance procedure and the Library Board shall replace the Labor Relations Committee in this grievance procedure. All other steps of the grievance procedure shall remain as stated in Section 25.

SAFETY POLICY

SECTION 26

26.1 The city will prepare, adopt, and enforce a safety policy. A committee of unit members will be asked to help in the drafting of said safety policy, provide input and review the policy prior to adoption by the City Council.

WAGE INCREASE

SECTION 27

27.1 All unit members not on probation shall receive the following wage increases:

Effective July 1, 2006: 5.0% increase in the individual hourly wage for each unit member.

Effective July 1, 2007: Wage increase to be determined by further negotiations to commence on or after October 15, 2006. This item and Section 11 shall be the **only** item(s) subject to further negotiations during the term of this agreement.

Unit members in their probationary period on July 1, 2006, shall receive the above wage increase upon completion of their probationary period or extension thereof.

SECTION 28

(RESERVED FOR FUTURE USE)

LONGEVITY BONUS

SECTION 29

29.1 Along with the first payroll check in December 2006 and 2007 each eligible unit member shall receive the following longevity bonus:

Unit members who have completed 5 years of employment shall receive a \$400.00 bonus, OR

Unit members who have completed 10 years of employment shall receive a \$525.00 bonus, OR

Unit members who have completed 15 years of employment shall receive a \$650.00 bonus, OR

Unit members who have completed 20 years of employment shall receive a \$775.00 bonus, OR

Unit members who have completed 25 years of employment shall receive a \$900.00 bonus, OR

Unit members who have completed 30 years of employment shall receive a \$1,050.00 bonus, OR

Unit members who have completed 35 years of employment shall receive a \$1,250.00 bonus.

Unit members must have completed their respective year of employment by December 1 of the calendar year in which the bonus is given.

29.2 Should a unit member's employment with the city terminate for any reason prior to December of each of the years in Section 29.1 he/she shall receive a prorated longevity bonus with his/her last check.

SECTION 30

(RESERVED FOR FUTURE USE)

CONTRACT PERIOD

SECTION 31

31.1 To the extent applicable all items agreed upon by the city and the unit shall commence July 1, 2006, and this contract will extend to and be binding upon the parties hereto through June 30, 2008.

THIS AGREEMENT between Local 79 and the City of Estherville, Iowa, as written in its entirety, is approved and agreed to be the "Contract" between the two parties for the period July 1, 2006 through June 30, 2008.

Approved by Local 79, United Food and Commercial Workers, on the 4 day of January, 2006.

Local 79

by Dennis L Lukins
Dennis Lukins, President

ATTEST:

by Judy Danielson
Judy Danielson, Secretary

Approved by the City of Estherville on the 3rd day of January, 2006.

City of Estherville, Iowa

by Lyle Hevern
Lyle Hevern, Mayor

ATTEST:

by Vaughn Brua
Vaughn Brua, City Clerk